

**ORDER 2024-24  
IN RE SETTLEMENT AGREEMENT**

**AMERISTAR CASINO EAST  
CHICAGO, LLC  
24-AS-01**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 21<sup>st</sup> DAY OF MARCH, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>AMERISTAR CASINO EAST</b>	)	<b>24-AS-01</b>
<b>CHICAGO, LLC</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Ameristar Casino East Chicago, LLC (“Ameristar”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

**FINDINGS OF FACT**

1. 68 IAC 6-3-4(b)(2) provides that each casino licensee shall establish internal control procedures and the internal controls shall demonstrate that the casino has a process whereby gaming agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a casino.
2. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.
3. Ameristar’s approved internal control procedures, M-1.1, describe the procedures for the Voluntary Exclusion Program (“VEP”).
4. On December 18, 2023, Surveillance notified Gaming Agents that a VEP participant was previously identified on property at the Penn Play Counter in the pavilion area after requesting a player’s card. Upon identifying the patron at 11:21pm, Security escorted the patron off property. Notification was made to the Gaming Agents after the VEP was escorted off the gaming floor at 11:26pm, and not upon initial discovery. A review of surveillance coverage determined that the patron was observed wagering at a total of four (4) tables with a total buy in of \$905.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Ameristar by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, and/or Ameristar’s approved internal control procedures. The Commission and Ameristar hereby agree to a monetary

settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Ameristar.

Ameristar shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

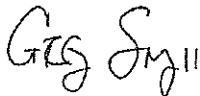
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Ameristar agrees to promptly remit payment in the amount of \$1,500 and waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Ameristar.

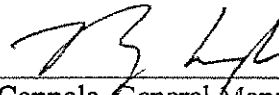
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below



\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

3/13/24

\_\_\_\_\_  
Date



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Ryan Coppola, General Manager  
Ameristar Casino East Chicago, LLC

3/12/24

\_\_\_\_\_  
Date